

# GUARANTEE

TO: TOTAL CONCRETE SOLUTIONS PTY LIMITED (ACN 002 925 386) and  
SOUTH COAST BASALT PTY LIMITED (ACN 006 734 493)  
trading as Western Suburbs Concrete  
of 60-62 Regentville Road, Penrith

In consideration of your having at my/our request agreed to supply to:

\_\_\_\_\_ (Applicant's Name)

of \_\_\_\_\_

with goods and/or services from time to time, I/We

\_\_\_\_\_ Full Christian Names

\_\_\_\_\_ Appointment

\_\_\_\_\_ Residential address

\_\_\_\_\_ Full Christian Names

\_\_\_\_\_ Appointment

\_\_\_\_\_ Residential address

hereby jointly and severally agree with you as follows:

- 1 To guarantee to you the payment by the Applicant for all goods and services so supplied by you to it.
- 2 This guarantee shall be a continuing guarantee.
- 3 This guarantee shall extend to and be applicable to the whole debt, interest and legal costs due to you from the Applicant in respect of goods and services supplied by you to the Applicant.
- 4 You shall be at liberty without discharging us or any of us from liability hereunder to grant time or other indulgence to the Applicant in respect of goods and services supplied by you and to accept payment from the principal debtor in cash or by means of negotiable instruments and to treat the principal debtor in all respects as though I/we were jointly liable with the Applicant as debtors to you instead of being merely guarantors for the Applicant.
- 5 In order to give full effect to the provisions of this guarantee I/we hereby waive and each of us hereby waives all rights inconsistent with such provisions and which I/we might otherwise as surety be entitled to claim and enforce.
- 6 It is expressly agreed herein that the guarantor guarantees any person or entity requesting goods and/or services utilising the ABN provided by the Applicant in its application for credit with the import and effect that the guarantor shall guarantee the payment of all and any indebtedness of the Applicant and any person or entity requesting and/or being supplied goods on credit pursuant to an order quoting or relying upon the ABN of the Applicant.
- 7 In consideration of the Credit Provider providing credit to the Applicant at the request of me/us, I/we hereby give the Credit Provider a fixed charge over all real property currently owned or later acquired by me/us and consent to the Credit Provider registering a caveat in this regard.

DATED: \_\_\_\_\_

.....  
Signed in the presence of

.....  
Signature of Guarantor

.....  
Print full name, address and  
telephone number of witness

.....  
Print full name of Guarantor

.....  
Signed in the presence of

.....  
Signature of Guarantor

.....  
Print full name, address and  
telephone number of witness

.....  
Print full name of Guarantor

**APPLICATION FOR CREDIT**  
**Guarantor's Assets & Liabilities Statement**

**PERSONAL STATEMENT OF ASSETS & LIABILITIES OF : \_\_\_\_\_**

<b>ASSETS</b>	<b>\$</b>	<b>LIABILITIES</b>	<b>\$</b>
<u>House &amp; Land</u>		<u>Mortgages</u>	
<u>Motor Vehicles</u>		<u>Hire Purchase/Loans</u>	
<u>Cash In Bank &amp; On Hand</u>		<u>Bank Overdraft</u>	
<u>Other Assets</u>		<u>Other Liabilities</u>	
<b>TOTAL ASSETS</b>		<b>TOTAL LIABILITIES</b>	
<b>NET WORTH</b>			

I/We certify that the above is a full and true statement of my/our assets and liabilities at this date:

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Signature                      Date

If there is more than 1 guarantor please photocopy this page and each guarantor must complete this page.